

BILL NO. S-90-04-27

SPECIAL ORDINANCE NO. S-102-90

AN ORDINANCE approving Contract FOR RES. #468-90, Stony Run Creek Reconstruction - Ph. I between FLEMING EXCAVATING and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract FOR RES. #468-90, STONY RUN CREEK RECONSTRUCTION - PH. 1 by and between FLEMING EXCAVATING and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, is hereby ratified, and affirmed and approved in all respects, respectfully for:

as follows: Phase I - Beginning at main branch of Stony Run Creek at the NE corner of the Northcrest add., Sec. 3; thence southerly adjacent to the Easterly line of said Sec. 3, 600+/- LF to a point 10+/- LF S and 10+/- LF W. of the Southern most corner of Block "C" of Northcrest Addn., Sec. 3. Said Phase I shall include 600+/- LF of Ditch reconstruction, 24+/- LD of 84" RCP pipe and 24+/- LF of 8'x7' concrete culvert box installation;

involving a total cost of Ninety-One Thousand Nine Hundred Seventy-Five and 50/100 Dollars (\$91,975.50).

SECTION 2. Prior Approval has been requested from Common Council on April 3, 1990. Two copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
J. Timothy McCaulay, City Attorney



## CONSTRUCTION CONTRACT

B.O. 6-1990

RESOLUTION NO. 468-1990

W.O. 73600

THIS CONTRACT made and entered into this 18<sup>th</sup> day of April, 1990 by and between **FLEMING EXCAVATING, INC.**, herein called **CONTRACTOR**, and the **CITY OF FORT WAYNE, INDIANA**, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works & Safety, herein called **OWNER**:

WITNESSETH, that the **CONTRACTOR** and the **OWNER**, for the considerations hereinafter named, agree as follows:

### ARTICLE 1: SCOPE OF WORK

**CONTRACTOR** shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

#### **STONY RUN CREEK RECONSTRUCTION - PHASE I**

**PHASE I** - Beginning at main branch of Stony Run Creek at the Northeast corner of Northcrest Addition, Section 3; thence Southerly adjacent to the Easterly line of said Section 3, 600+ LF to a point 10+ LF South and 10+ LF West of the Southern most corner of Block "C" of Northcrest Addition, Section 3.

Said Phase I shall include 600+ LF of Ditch reconstruction, 24+ LF of 84" RCP pipe and 24+ LF of 8'x7' concrete culvert box installation,

all according to Fort Wayne Water Pollution Control Engineering Department's Drawing #SY-11233, Sheets 1 through 6 and do everything required by this contract and the other documents constituting a part hereof.

### ARTICLE 2: THE CONTRACT SUM

The **OWNER** shall pay **CONTRACTOR** for the performance of the contract the unit price sum of **Ninety-One Thousand Nine Hundred Seventy-Five and 50/100 (\$91,975.50) Dollars**. In the event the amount of work is increased or decreased by **OWNER**, the contract sum shall be increased or decreased according to the unit price schedule set forth in the **CONTRACTOR'S** proposal.

### ARTICLE 3: PROGRESS PAYMENTS

The **OWNER** shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by **OWNER** upon submission of a statement of quantities of work completed and/or materials supplied to the jobsite as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the



value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

#### ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works & Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works & Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

#### ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for Damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of CONTRACTOR or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor, or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

#### ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974 passed by the Common Council of the City of Fort Wayne, Indiana,



as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within **ten (10) days** after completion of construction or upon request of the Office of Compliance.

#### **ARTICLE 7: PREVAILING WAGE SCALE**

The **CONTRACTOR** agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

#### **ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT**

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids for Resolution No. **468-1990**
- b. Instructions to Bidders for Resolution No. **468-1990**
- c. Contractor's Proposal dated **28 March 1990**
- d. Fort Wayne Water Pollution Control Engineering Department Drawing **SY-11233**
- e. Supplemental Specifications for Resolution No. **468-1990**
- f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended)
- h. Prevailing Wage Scale
- i. Performance and Guaranty Bond
- j. Labor and Material Payment Bond
- k. Minority/Female Employment Hourly Utilization
- l. Right-of-Way Cut Permit(s)
- m. Comprehensive Liability Insurance Coverage
- n. MBE/WBE Commitment Form
- o. Form 96

#### **ARTICLE 9: GUARANTEE OF WORKMANSHIP**

At the time of execution of this contract, the **CONTRACTOR** shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the **OWNER**.

#### **ARTICLE 10: INDEMNITY**

**CONTRACTOR** shall furnish to **OWNER** within **ten (10) days** of the date hereof, a certificate from an insurer acceptable to **OWNER** showing personal injury and property damage insurance, in force and issued



in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

**ARTICLE 11: ADJUSTMENTS OF DISPUTES**

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the OWNER and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications or other phases of work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works & Safety.

**ARTICLE 12: COMPLETION DATE:**

The CONTRACTOR agrees to complete the work specified in the contract within one hundred fifty (150) consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

**ARTICLE 13: COUNCILMANIC APPROVAL**

This Contract, although executed on behalf of the OWNER by the Mayor and the Board of Public Works & Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common council fail to approve the same within ninety (90) days after date hereof, then this Contract shall be and become wholly void.

**ARTICLE 14:**

This contract is governed by the Laws of the State of Indiana.



IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year first above written.

CONTRACTOR: FLEMING EXCAVATING, INC.

By: Gregory A. Fleming  
Gregory Fleming, Vice President

CITY OF FORT WAYNE, INDIANA

By: Paul Helmke  
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS & SAFETY

By: Charles E. Layton  
Charles E. Layton, Director

By: Michael McAlexander  
Michael McAlexander, Director

By: Douglas M. Lehman  
Douglas M. Lehman, Director

ATTEST: Helen Gochenour  
Helen Gochenour, Clerk

APPROVED as to form and legality:

Chris Byrd  
ASSOCIATE CITY ATTORNEY

ACKNOWLEDGEMENT

STATE OF INDIANA     )  
                                  )SS  
COUNTY OF ALLEN     )

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared Gregory Fleming, as Vice President of Fleming Excavating, Inc., and acknowledged the execution of the foregoing Contract as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 12th day of April, 1990.

Roberta D. Isch  
Notary Public Roberta D. Isch  
Resident of Adams County

Roberta D. Isch  
Printed Name of Notary

My Commission Expires:

1/25/93



**SPECIMEN FORM**  
**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS: THAT** Fleming Excavating, Inc.

**Name of Contractor**

R.R.#3, P.O. Box 245 A, Decatur, IN 46733

a General Contractor, hereinafter called Principal,  
and EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

**Name of Surety**

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of Ninety-One Thousand, Nine Hundred Seventy-Five and 50/100 Dollars (\$ 91,975.50) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 1990 for the construction of:

**STONY RUN CREEK RECONSTRUCTION - PHASE I**

all in accordance with the specifications and Drawing No. 11233 Sheets 1 through 6, prepared by the Fort Wayne Sewer Utility Engineering Department and special provisions, and according to the Detailed Specifications and Conditions contained herein.

**WHEREAS**, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

**WHEREAS**, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**NOW, THEREFORE**, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations, furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor, or otherwise, then this obligation shall be void; otherwise, to



remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed \_\_\_\_\_  
Number  
counterparts, each one of which shall be deemed an original, this  
12 day of April, 1990.

Fleming Excavating

Principal

ATTEST:

Roberta D. Isch  
(Principal) Secretary

BY: Gregory A. Fleming (SEAL)

R.R.#3, Box 245 A, Decatur, IN 46733  
Address

Douglas Bergall  
Witness to Principal

8206 Bridgeway Circle 1B  
Address

Ft Wayne, IN 46816

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

Surety

BY: Bruce Pippenger  
Attorney-in-Fact  
Bruce Pippenger

ATTEST:

Lisa Shannon  
(Surety) Secretary

Lisa Shannon

SEAL

Helen Fitzgerald  
Witness As to Surety

Helen Fitzgerald

2200 Lake Avenue, Suite 105

Address

Ft. Wayne, IN 46805

2000 Westwood Drive  
Address

Wausau, Wisconsin

NOTE: Date of the bond must not be prior to date of contract.  
If the contractor is a partnership, all partners should  
execute the bond.



NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and cause said ditch to become a part of the City drainage system, and shall for one (1) year after acceptance of said ditch by City maintenance said ditch and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise, it shall remain in full force and effect.

Fleming Excavating  
Contractor/Developer

BY: Gregory A. Fleming V. Pres.  
Name

ATTEST:

Roberta D. Isch  
Title

Lisa Shannon  
Lisa Shannon

Secretary  
EMPLOYERS INSURANCE OF WAUSAU A Mutual Company  
(Insurance Company) Surety

\*BY: Bruce Pippenger  
Authorized Agent  
Bruce Pippenger

\*If signed by an agent, Power of Attorney must be attached.





# CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

4-12-88

## PRODUCER

DeHayes Associates, Inc.  
P.O. Box 13249  
Fort Wayne, IN 46868

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	Michigan Mutual Insurance Company
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

## INSURED Al Fleming, Inc.

Adams County Gravel, Inc.  
Fleming Excavating, Inc.  
Route #3, Box 245 A  
Decatur, IN 46733

## COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
A	GENERAL LIABILITY	SAMG CPP-0212315	4-1-88	4-1-89	GENERAL AGGREGATE	\$ 500,
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE	\$ 500,
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE				PERSONAL & ADVERTISING INJURY	\$ 500,
	OWNER'S & CONTRACTORS PROTECTIVE				EACH OCCURRENCE	\$ 500,
					FIRE DAMAGE (ANY ONE FIRE)	\$ 50,
					MEDICAL EXPENSE (ANY ONE PERSON)	\$ 5,
A	AUTOMOBILE LIABILITY	SAMG 43-0-60983-2	4-1-88	4-1-89	CSL	\$ 500,
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (PER PERSON)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
A	EXCESS LIABILITY	SRMG-CU-0207201	4-1-88	4-1-89	EACH OCCURRENCE	\$ 3,000,
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	\$ 3,000,
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	SAMG-31-0-6D9834	4-1-88	4-1-89	STATUTORY	
					\$ 100,	(EACH ACCIDENT)
					\$ 500,	(DISEASE-POLICY LIMIT)
	OTHER				\$ 100,	(DISEASE-EACH EMPLOYEE)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

1988 APR 18 PM 4:39

## CERTIFICATE HOLDER

City of Fort Wayne, Indiana  
One Main Street  
Ft. Wayne, IN 46802

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

DeHayes Associates, Inc.



Read the first time in full and on motion by Burns, seconded by Edmonds, and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_, day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 4-24-90

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Edmonds, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>			<u>2</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT				<u>✓</u>
TALARICO				<u>✓</u>

DATED: 5-22-90

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) \_\_\_\_\_ (APPROPRIATION) \_\_\_\_\_ (GENERAL) \_\_\_\_\_ (SPECIAL) \_\_\_\_\_ (ZONING MAP) \_\_\_\_\_ ORDINANCE RESOLUTION NO. S-102-90 on the 22nd day of May, 1990.

Sandra E. Kennedy ATTEST  
SANDRA E. KENNEDY, CITY CLERK

SEAL  
Charles S. Redd  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 22nd day of May, 1990, at the hour of 11:00 o'clock A. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of May, 1990, at the hour of 4:30 o'clock P. M., E.S.T.

Paul Helmke  
PAUL HELMKE, MAYOR



TITLE OF ORDINANCE Contract for Res. #468-90, Stony Run Creek Reconstruction - Ph. I

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Res. 468-90, Stony Run Creek Reconstruction Phase I, is as follows Phase I - Beginning at main branch of Stony Run Creek at the NE corner of the Northcrest add., Sec. 3; thence southerly adjacent to the Easterly line of said Sec. 3, 600± LF to a point 10± LF S and 10± LF W. of the Southern most corner of Block "C" of Northcrest Addn., Sec. 3. Said Phase I shall include 600± LF of Ditch reconstruction, 24± LD of 84" RCP pipe and 24± LF of 8'X7' concrete culvert box installation. Fleming Excavating is the contractor.

PRIOR APPROVAL RECEIVED ON 4/3/90

*J-90-04-27*

EFFECT OF PASSAGE Improved ditch reconstruction at location listed above.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$91,975.50

ASSIGNED TO COMMITTEE \_\_\_\_\_



BILL NO. S-90-04-27

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN  
MARK E. GIAQUINTA, VICE CHAIRMAN  
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract  
FOR RES. #468-90, Stony Run Creek Reconstruction - Ph. I  
between FLEMING EXCAVATING and the City of Fort Wayne, Indiana,  
in connection with the Board of Public Works and Safety

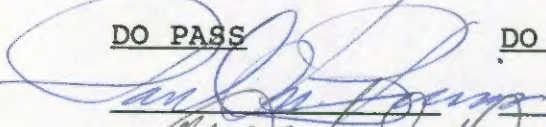
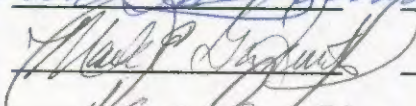
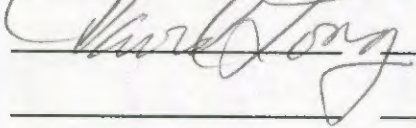
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

DATED: 5-22-90.

Sandra E. Kennedy  
City Clerk